



COMMUNITY WORK EXPERIENCE PROGRAM AGREEMENT (CWEP)

State Form 46516 (R2 / 10-04) / IMP 0002

This is an agreement between the _____
County Office of Family and Children (*hereinafter referred to as "OFC"*), acting on behalf of the Indiana Family and Social Services Administration, Division of Family and Children, and _____,
(*hereinafter referred to as "Company"*).

WHEREAS, 42 U.S.C. 601 et seq. and 7 U.S.C. 2015 et seq. authorize the implementation of an employment and training program for recipients of Temporary Assistance for Needy Families (TANF) and Food Stamps; and

WHEREAS, the OFC wishes to place TANF and Food Stamp recipients enrolled in Indiana's Manpower Placement and Comprehensive Training (IMPACT) Program with the company so that TANF and Food Stamp recipients may participate in community work experience activities; and

WHEREAS, the Company wishes to provide community work experience activities and training for IMPACT participants in the Community Work Experience Program (CWEP) who may perform business related tasks for the Company;

NOW, THEREFORE, the above-named parties enter into this agreement upon the following terms and conditions:

1. Term of Agreement

This agreement shall become effective on _____ and remain in effect through _____, unless terminated earlier pursuant to section 4.

2. Duties of the OFC

The OFC agrees to do the following:

- A. Define Community Work Experience Program (CWEP) requirements for each employment and training (IMPACT) participant.
- B. Provide a written referral to the Company containing the participant's name, social security number, date of referral, and the program (TANF or Food Stamps) in which the participant is a recipient.
- C. Inform the Company of the maximum number of hours each CWEP candidate is required to participate and the expected length of the participant's placement.
- D. Provide on-going case management services for each participant.
- E. Provide funding for supportive services to enable participants to maintain a work schedule.
- F. Provide the company with monthly attendance forms and periodic evaluation forms for participants.

3. Duties of the Company

The Company agrees to do the following:

- A. Provide a sanitary and non-hazardous work environment that will ensure the health and safety of the participants. The same health and safety standards established under state and federal laws for employees shall also apply to CWEP participants.
- B. Comply with all applicable federal, state, and local laws, regulations, policies, and procedures relative to OFC's Community Work Experience Program.
- C. Obtain written approval from the OFC before assigning this agreement.

3. Duties of the Company (continued)

- D. Not use CWEP participants to fill established, vacant employment positions when (1) any other individual is on layoff from the same or any substantially equivalent job, or (2) the Company has terminated the employment of any regular employee, or (3) the Company has otherwise caused an involuntary reduction of its workforce in order to fill the vacancy so created with an individual receiving TANF and/or Food Stamps after the Company has made a demonstrated effort to fill the position. If the position is covered by a union agreement, demonstrated effort to fill the position includes compliance with past practice procedures and all negotiated processes covered by applicable union agreements for filling vacancies. If the position is not covered by a union agreement, demonstrated effort shall include advertising the vacancy in the local newspaper or listing the vacancy with the local Office of Workforce Development. An established worker's non-overtime hours, wages, promotional opportunities, transfer rights, or employment benefits may not be reduced or infringed upon. Individuals placed into the Community Work Experience Program may not impair existing contracts for services or collective bargaining agreements. This agreement must be shared with all applicable labor unions representing the Company's employees.
- E. Place CWEP participants in positions that are not involved in political activity or the instruction of worship of any religious denomination.
- F. Provide the same working hours, lunch periods, and break times that would be afforded to paid employees.
- G. Provide for the costs of:
 - (i) the client's medical care if there is an injury arising from, and in the course of, the participant's CWEP activity; and
 - (ii) accident (*tort claim*) protection for on-site injury.

POLICY INFORMATION

Policy number

Insurance company

Amount of coverage

Policy information may be attached hereto.

- H. Immediately notify OFC representative _____ at _____ - _____ - _____ of any injury.
- I. Provide the OFC with the descriptions of the specific duties CWEP participants will be expected to perform and the frequency of the specified activities.
- J. Determine the work schedule of the participants.
- K. Provide instruction and supervision for each participant. The supervisor must meet regularly with the participant to discuss the participant's work performance.
- L. Maintain communication with the IMPACT Family Case Coordinator or a representative of the contracted service provider to discuss any problems the participant or the Company are having which may interfere with the participant's performance on the job.
- M. Provide verification of hours worked by participants to the IMPACT Family Case Coordinator or contracted service provider on a monthly basis by the due date established by the OFC.
- N. Provide written evaluations of a participant's work performance to the IMPACT Family Case Coordinator at thirty (30) and sixty (60) days into the placement, and at the end of the placement, at a minimum.
- O. Maintain copies of all records and notices relative to this agreement in the OFC and Central Office.

3. Duties of the Company *(continued)*

- P. Make all records and notices relative to this agreement available to representatives of the state and federal governments during the effective period of the agreement and for three (3) years after the agreement expires or is terminated.
- Q. Indemnify, defend, and hold harmless the State of Indiana and its agents, officials, and employees from all claims and suits including court costs, attorneys' fees, and other expenses caused by any negligent act or omission of the Company.

4. Termination of Agreement

Either party may terminate this agreement in whole or in part, with or without cause, at any time, by giving written notice to the other party. The Company may terminate the placement of a particular participant if the participant engages in disruptive, violent, or destructive behavior.

5. Participant Status

The participant is not an employee of the OFC or the Company.

6. Independent Contractor

Both parties hereto, in the performance of this agreement, will be acting in an individual capacity and not as agents, employee, partners, joint venturers, or associates of one another.

7. Conflict of Interest

- A. If Company is a for-profit entity, subparagraphs B. through E. apply. If Company is a nonprofit organization or government entity, subparagraph F. applies.
- B. As used in this section:
 - (i) "Immediate family" means the spouse and the un-emancipated children of an individual.
 - (ii) "Interested party" means:
 - 1) The individual executing the contract;
 - 2) An individual who has an interest of three percent (3%) or more in Contractor, if Contractor is not an individual, or
 - 3) Any member of the immediate family of an individual specified under subdivision 1 or 2.
 - (iii) "Department" means the Indiana Department of Administration.
 - (iv) "Commission" means the State Ethics Commission.
- C. The Department may cancel this agreement without recourse by Contractor if any interested party is an employee of the State of Indiana.
- D. The Department will not exercise its right of cancellation under subparagraph B. above if Contractor gives the Department an opinion by the Commission indicating that the existence of this agreement and the employment by the State of Indiana of the interested party does not violate any statute or code relating to ethical conduct of state employees. The Department may take action, including cancellation of this agreement, consistent with an opinion of the Commission obtained under this section.
- E. Contractor has an affirmative obligation under this agreement to disclose to the Department when an interested party is or becomes an employee of the State of Indiana. The obligation under this section extends only to those facts which Contractor knows or reasonably could know.

7. Conflict of Interest (continued)

- F. Contractor acknowledges and agrees that no employee, agent, representative, or subcontractor of Contractor who may be in a position to participate in the decision-making process of Contractor or its subcontractors may derive an inappropriate personal or financial interest or benefit from any activity funded through this agreement, either for himself or for those with whom he has family or business ties.

8. Nondiscrimination

Pursuant to I.C. 22-9-1-10 and the Civil Rights Act of 1964, the Company shall not discriminate against an employee, applicant for employment, or CWEP participant with respect to the hire, tenure, terms, conditions, or privileges of employment or work participation, or any matter directly or indirectly related to employment or work participation, because of race, color, religion, sex, age, disability, national origin, or ancestry. The Company shall also comply with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, religion, sex, age, disability, national origin, ancestry, or status as a veteran.

9. Confidentiality of Information

The Company shall maintain the confidentiality of all information provided by or about any CWEP participant, except as otherwise approved and authorized in writing by the participant, or as otherwise authorized by law.

10. Penalties / Interest / Attorneys' Fees

OFC will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorneys' fees, except as required by Indiana law, in part, I.C. 5-17-5-1 et seq., I.C. 34-54-8-5, and I.C. 34-13-1-6.

11. Ethics Compliance

The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004.

If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Indiana Ethics Commission website at <<<http://www.in.gov/ethics/>>>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under Indiana Code § 4-2-6-12.

12. Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the Contractor, or that he/she is the representative, agent, member or officer of the contracting party, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this agreement

SIGNATURES

The parties having read and understood the foregoing terms of the agreement do by their respective signatures dated below hereby agree to the terms thereof.

Name of company	Indiana Family and Social Services Administration, Division of Family and Children
Signature of representative	Signature, County Office Director or Regional Manager *
Typed name of representative	Typed name of County Office Director or Regional Manager
Date (month, day, year)	Date (month, day, year)

* The Director of the County Office of Family and Children or the Regional Manager for the area in which the county is located is authorized to execute this agreement on behalf of the Indiana Family and Social Services Administration, Division of Family and Children, the Indiana Department of Administration and the State Budget Agency pursuant to I.C. 4-13-2-14.1(b). The form of this agreement has been approved by the Attorney General of Indiana pursuant to I.C. 4-13-2-14.3(e). Signature of the Attorney General of Indiana on this document shall therefore not be required.